

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Chapter 11

ACORDA THERAPEUTICS, INC., *et al.*,¹

Case No. 24-22284 (DSJ)

Debtors.

Jointly Administered

Re: Docket Nos. 109 & 303

**SUPPLEMENTAL NOTICE TO CONTRACT PARTIES
TO POTENTIALLY ASSUMED EXECUTORY CONTRACTS**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU
OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY
TO AN EXECUTORY CONTRACT WITH
THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.**

PLEASE TAKE NOTICE that on June 12, 2024, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered the *Order (A) Approving the Asset Purchase Agreement, (B) Authorizing the Sale of Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (C) Authorizing the Assumption and Assignment of Contracts, and (D) Granting Related Relief* [Docket No. 303] (the “**Sale Order**”),² authorizing, among other things, the Debtors’ entry into that certain Asset Purchase Agreement dated March 31, 2024 (including all exhibits, schedules, and annexes thereto, the “**APA**”), with Merz Pharmaceuticals, LLC (the “**Purchaser**”) and Merz Pharma GmbH & Co. KGaA (solely for the purposes set forth in the APA); and the assumption and assignment of certain Debtor contracts identified in the APA (the “**Assigned Contracts**”) to the Purchaser.

PLEASE TAKE FURTHER NOTICE that pursuant to paragraph 28 of the Sale Order, the Purchaser has revised its list of proposed Assigned Contracts to add the contracts listed on **Exhibit A** hereto (the “**Additional Supplemental Assumption Notice**”) and as such the Debtors will assume and assign to the Purchaser the contract(s) or agreement(s) listed on **Exhibit A** to which you are a counterparty. The Debtors have conducted a review of their books and records and have determined that the cure cost of unpaid monetary obligations under such Assigned Contracts is as set forth on **Exhibit A** hereto (the “**Cure Costs**”).

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Costs, object to a proposed assignment to the Purchaser of any Assigned Contract, or object to the ability of the Purchaser to provide adequate assurance of future performance with respect to any Assigned

¹ The Debtors in these chapter 11 cases, along with the last four (4) digits of each Debtor’s federal tax identification number, are: Acorda Therapeutics, Inc. (1168), Civitas Therapeutics, Inc. (2814), Biotie Therapies, LLC (2149), Biotie Therapies AG (N/A), Neuronex, Inc. (5094), and Acorda Therapeutics Limited (N/A). For the purposes of these chapter 11 cases, the address for the Debtors is: 2 Blue Hill Plaza, 3rd Floor, Pearl River, New York 10965.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the APA, the Bidding Procedures Order or the Sale Order, as applicable.

Contract, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these Chapter 11 Cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Costs, state the correct cure cost alleged to be owed to the objecting counterparty to any Assigned Contract, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and **actually received** no later than two (2) business days prior to the commencement of the **Confirmation Hearing** by the Court and the following parties: (i) counsel to the Debtors, Baker & McKenzie LLP (Attn: John R. Dodd (john.dodd@bakermckenzie.com), 1111 Brickell Avenue, 10th Floor, Miami, Florida 33131 and Blaire Cahn (blaire.cahn@bakermckenzie.com), 452 Fifth Avenue, New York, New York 10018); (ii) counsel to the Purchaser, Freshfields Bruckhaus Deringer US LP (Attn: Scott D. Talmadge (scott.talmadge@freshfields.com) and Ali Muffenbier (ali.muffenbier@freshfields.com), 3 World Trade Center, 175 Greenwich Street, New York, New York 10007); (iii) counsel for the U.S. Trustee (Attn: Tara Tiantian (Tara.Tiantian@usdoj.gov), Brian Masumoto (Brian.Masumoto@usdoj.gov), and Rachael E. Siegel (Rachael.E.Siegel@usdoj.gov), Alexander Hamilton Custom House, One Bowling Green, Suite 534, New York, New York 10004); (iv) counsel to the Ad Hoc Noteholder Group and DIP Lenders, Paul Hastings LLP; (Attn: Matthew Warren and Lindsey Henrikson, 71 South Wacker Drive, Suite 4500, Chicago, Illinois 60606); (v) counsel to the DIP Administrative Agent, Paul Hastings LLP (Attn: Geoffrey King, 71 South Wacker Drive, Suite 4500, Chicago, Illinois 60606); (vi) counsel to the Creditors' Committee, McDermott Will & Emery LLP (Attn: Darren Azman (dazman@mwe.com), Kristin K. Going (kgoing@mwe.com), and Stacy Lutkus (salutkus@mwe.com), One Vanderbilt Avenue, New York, NY 10017); and (vii) any other party that has filed a notice of appearance in these Chapter 11 Cases.

PLEASE TAKE FURTHER NOTICE that if no objection to: (i) the Cure Costs, (ii) the proposed assignment and assumption of any Assigned Contract, or (iii) adequate assurance of the Purchaser's ability to perform is filed by two (2) business days prior to the commencement of the Confirmation Hearing, then (a) you will be deemed to have stipulated that the Cure Cost as determined by the Debtors is correct, (b) you will be forever barred, estopped, and enjoined from asserting any additional cure cost under the proposed Assigned Contract, and (c) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Purchaser on the grounds that the Purchaser has not provided adequate assurance of future performance.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment of an Assigned Contract or related Cure Costs in connection with the Sale that otherwise complies with these procedures yet cannot be consensually resolved between the parties in a timely manner shall be heard at an emergency hearing for the Court to resolve such objection prior to the Confirmation Hearing.

PLEASE TAKE FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Assigned Contract on the Additional Supplemental Assumption Notice does not require or guarantee that such Assigned Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Purchaser with respect to such executory contracts are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Assigned Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or

the Purchaser, as applicable, to designate any Assigned Contract as either rejected or assumed on a post-closing basis.

PLEASE TAKE FURTHER NOTICE that, nothing herein: (i) alters in any way the prepetition nature of the Assigned Contracts or the validity, priority, or amount of any claims of a counterparty to any Assigned Contract against the Debtors that may arise under such Assigned Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Assigned Contract against the Debtors that may arise under such Assigned Contract.

PLEASE TAKE FURTHER NOTICE that you may obtain additional information concerning the above-captioned Chapter 11 Cases at the website maintained in these Chapter 11 Cases at <https://cases.ra.kroll.com/Acorda>.

PLEASE TAKE FURTHER NOTICE that questions regarding any proposed assumption and assignment of an Assigned Contract or related Cure Costs in connection with the Sale may be directed to counsel to the Debtors, Baker & McKenzie LLP via e-mail at john.dodd@bakermckenzie.com and blaire.cahn@bakermckenzie.com.

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Dated: July 29, 2024
New York, New York

/s/ John R. Dodd

John R. Dodd (admitted *pro hac vice*)

BAKER & McKENZIE LLP

1111 Brickell Avenue, 10th Floor

Miami, FL 33131

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and

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Email: blaire.cahn@bakermckenzie.com

Counsel for the Debtors

and Debtors-in-Possession

Exhibit A

Additional Supplemental Assumption Notice

No.	Contract	Cure Amount (\$)
1.	Amendment #5 to Master Services Agreement, dated as of November 13, 2023, by and between Acorda Therapeutics, Inc. and The Hibbert Group	-
2.	First Amendment to Statement of Work #1, dated as of May 23, 2020, by and between Acorda Therapeutics, Inc. and Riparian LLC	-
3.	Statement of Work #2, dated as of October 1, 2023, by and between Acorda Therapeutics, Inc. and Riparian LLC	-
4.	Second Amendment to the Master Services Agreement, dated as of September 15, 2023, by and between Acorda Therapeutics, Inc. and Riparian LLC	-
5.	Agreement for Supply of Contractor and Worker Services, dated as of February 14, 2024, by and between Acorda Therapeutics, Inc. and X4 Group LTD	-
6.	Fifth Amendment to the Medicare Part D Rebate Agreement, dated as of January 1, 2021, by and between Acorda Therapeutics, Inc. and OptumRx, Inc.	-
7.	Project Estimate 600, dated as of October 30, 2023, by and between Acorda Therapeutics, Inc. and The Hibbert Group	-
8.	Project Estimate 601, dated as of October 30, 2023, by and between Acorda Therapeutics, Inc. and The Hibbert Group	-
9.	Project Estimate 602, dated as of October 30, 2023, by and between Acorda Therapeutics, Inc. and The Hibbert Group	-
10.	Project Estimate 603, dated as of October 30, 2023, by and between Acorda Therapeutics, Inc. and The Hibbert Group	-
11.	Confidential Disclosure Agreement, dated as of July 4, 2020, by and between Acorda Therapeutics, Inc. and Pharma Consulting Group	-
12.	Confidentiality Agreement, dated as of September 28, 2005, by and between Acorda Therapeutics, Inc. and Patheon Inc.	-

13.	Project Addendum #1, dated as of November 2, 2018, by and between Acorda Therapeutics, Inc. and Clinipace, Inc.	-
14.	Project Addendum #2, dated as of January 9, 2019, by and between Acorda Therapeutics, Inc. and Clinipace, Inc.	-
15.	Project Addendum #3, dated as of April 15, 2019, by and between Acorda Therapeutics, Inc. and Clinipace, Inc.	-
16.	Project Addendum #4, dated as of September 5, 2023, by and between Acorda Therapeutics, Inc. and Clinipace, Inc.	-
17.	Three Way Confidentiality Agreement, dated as of May 5, 2016, by and among Acorda Therapeutics, Inc., Sharp Corporation, and Alkermes Pharma Ireland Limited	-
18.	Quality Agreement, dated as of May 15, 2014, by and between Acorda Therapeutics, Inc. and Ajinomoto North America, Inc.	-
19.	Vault Storage Agreement, by and between Acorda Therapeutics, Inc. and GRM Information Management Services, dated January 3, 2023	-
20.	Document Storage Agreement, by and between Acorda Therapeutics and GRM Information Management Services, dated January 19, 2022	\$5,479.53
21.	Amendment to Document Storage Agreement dated January 19, 2022, by and between Acorda Therapeutics and GRM Information Management Services, dated July 11, 2022	-